

WARRANTY BOND

Tualatin Engineering Permit No. _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS: That we, _____,
as Principal, and _____, a corporation organized
and existing under the laws of the State of _____, and duly authorized to transact a surety
business in the State of Oregon, as Surety, are held and firmly bound unto the City of Tualatin, a municipal
corporation of the State of Oregon, in the penal sum of _____ Dollars
(\$_____), lawful money of the United States of America, for the payment which well and truly to be made,
we and each of us, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,
firmly by these presents.

THE CONDITION OF THIS BOND IS SUCH:

WHEREAS, Engineering Permit No. _____ was issued on the _____ day of _____, 20__ to
construct _____;

WHEREAS, said Public Improvements have been completed, and were approved on the _____ day
of _____, 20__;

WHEREAS, under the provisions of the *Public Works Construction Code* of the City of Tualatin, and in
accordance with the *Construction Improvement Agreement*, the aforementioned improvements require a ____ year(s)
Maintenance and Warranty from the date of acceptance of the public improvements as prescribed in said permit, and
which permit is made a part of this bond to the same extent and effect as if written herein and specific reference now
made to all the terms, provisions, specifications and requirements set out, declared and provided for in said permit.
Should the Principal fail to make repairs and or replacements as deemed necessary by the City, the surety must do
one of the following:

- a.) Compel the Principal to cause the Default to be remedied according to the City's instruction.
- b.) Assume and complete the work.
- c.) Pay the City of Tualatin up to the bond amount to complete or correct the work required by the permit;

NOW THEREFORE, if the Principal herein shall faithfully and truly observe the terms, provisions,
conditions, stipulations, directions and requirements of said permit and shall in all respects, whether the same be
enumerated herein or not, faithfully comply with the same and shall assume the defense of, indemnify and save
harmless the City of Tualatin, its officers, agents and employees from all claims, liabilities, loss, damage or injury
which may have been suffered or claimed to have been suffered to persons or property directly or indirectly resulting
from or arising out of the operations or conduct of said Principal or any subcontractor in the performance of the work
under said permit and shall indemnify and make whole the City for any injury or damage to any street, highway,
avenue or road or any part thereof, resulting from the operations or conduct of said Principal or any subcontractor in
connection with the performance or conduct of the work under said permit, and shall in all respects faithfully keep
and observe all of said terms, provisions, conditions, stipulations, directions and requirements and **upon written
acceptance and release by the City, then this obligation is void, otherwise it shall remain in full force and effect.**

****Corporate Seal****

IN WITNESS WHEREOF, the above named parties have duly executed this instrument this _____
Day of _____, 20 _____.

Principal's Name, print

Signature, Principal's Representative

Signatory Name & Title, print

Firm Name of Attorney-in-Fact

Signature, Attorney-in-Fact for Surety

Attorney-in-Fact Name, print

Attorney-in-Fact Street Address

Attorney-in-Fact City, State & Zip

Attorney-in-Fact Telephone & Email

****Corporate Seal****

POWER OF ATTORNEY ATTACHED